

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY
COMPANY, GEICO GENERAL
INSURANCE COMPANY and GEICO
CASUALTY COMPANY,

Docket No.: 1:22-cv-06306-
DG-RML

Plaintiffs,

-against-

KONATA SOLOMON STALLINGS (A Sole
Proprietorship), KONATA SOLOMON STALLINGS,
PSY.D., GARY GRODY a/k/a LANCE GRODY,
OLIVER CONSULTING, L.L.C., TREVOR
PALMER, JASNETH MITCHELL, JOCELYN
CACERES, STEFANIE ZAZZERA, MICKAELLE
DOUGHERTY, and JOHN DOE DEFENDANTS “1”
through “10”,

Defendants.

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**STIPULATION AND ORDER TO STAY AND ENJOIN
UNDERLYING COLLECTION PROCEEDINGS**

WHEREAS, Plaintiffs, Government Employees Insurance Company, GEICO Indemnity Company, GEICO General Insurance Company, and GEICO Casualty Company (collectively, “Plaintiffs” or “GEICO”) have commenced this action against (among others), Defendants Konata Solomon Stallings (A Sole Proprietorship) (“SSP”) and Konata Solomon Stallings, Psy.D. (“Stallings”) (collectively, the “Stallings Defendants” and together with GEICO, the “Parties”), and

WHEREAS, counsel for GEICO and counsel for the Stallings Defendants have negotiated and executed this stipulation and are requesting that the Court So-Order the stipulation so as to

preserve the status quo pending the final disposition of the Plaintiffs' claims in this action against the Stallings Defendants;

NOW, IT IS HEREBY STIPULATED AND AGREED that pending a final resolution of this action, including any appeals:

1. The Stallings Defendants agree to stay and to take no further action in or relating to (i) any and all no-fault collection arbitrations between them (or any of them) and GEICO that are pending before the American Arbitration Association ("AAA") or any other arbitration tribunal, seeking payment from GEICO of no-fault benefits, and (ii) any and all lawsuits pending in any state or local court between them (or any of them) and GEICO seeking payment from GEICO of no-fault benefits.

2. The Stallings Defendants, as well as their attorneys, agents, and anyone purporting to act on their behalf, agree to a preliminary injunction, pending a final resolution of this action, including any appeals, enjoining and restraining them from (i) submitting any billing to GEICO in their names or by them or on their behalf or in the name of any other entity or practice (regardless of form) in which Stallings owns, manages, controls or from which he derives any economic benefit, and /or (ii) commencing any new arbitrations before any arbitration tribunal or commencing any lawsuits in any state or local court against GEICO seeking payment of no-fault benefits in Stallings' name or by him or on his behalf or in the name of any other entity or practice (regardless of form) in which Stallings, owns, manages, controls or from which he derives any economic benefit.

3. The Stallings Defendants shall cooperate with Plaintiffs and take all reasonable action (including communicating with any court or arbitration tribunal) to advise of and effectuate

the stay and injunction prohibiting any and all efforts to seek collection of no-fault benefits from GEICO in accordance with this Stipulation and Order.

Dated: December 29, 2022

RIVKIN RADLER LLP

LAW OFFICES OF MARK FURMAN

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Counsel for Defendants Konata Solomon Stallings (A Sole Proprietorship) and Konata Solomon Stallings, Psy.D

S O O R D E R E D:

U.S.M.J.

Brooklyn, New York

_____, 2022